

Liability Release & Waiver

This liability Release and Waiver is an agreement between you and **ACTS TENNIS,(Group CuCo Company America Corp)** concerning your use of the facilities and participation in activities at the Academy

I, _____ (Print your full name), in consideration of being permitted to use the Academy facilities and participate in any way in Academy activities do for myself, my personal representatives, assigns, heirs, and next of kin hereby:

1. Release, discharge, covenant not to sue and indemnify the Academy, its officers, directors, employees, agents and representatives (all hereinafter collectively referred to as "Releases"), from all liability to me, my personal representatives, assigns, heirs, family and next of kin, for any and all loss, damage, or injury and any claim or demands therefore on account of injury to my person or property, including injuries resulting in my death, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, in any way arising out of or as a result of my use of the Academy facilities or participation in Academy activities.
2. I FURTHER EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE caused by the negligence of the Releasees, any third-parties or otherwise while using Academy facilities or participant in any way in Academy activities. I expressly acknowledge and agree that I understand the nature of tennis activities and that I am qualified, in good health and in proper physical condition to participate in those activities. I further agree and warrant that if at any time I believe conditions to be unsafe I will immediately discontinue further participation in the activity or use of the Academy facilities. I expressly acknowledge and agree that my use of the facilities and participation in activities, including but not limited to tennis, involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death. I further expressly agree that this Liability Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida and that if any portion is held invalid, it is agreed that the balance shall continue in full force and effect.
3. I have read the agreement, fully understand its terms, understand that I have given by substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability.

COVID-19 Assumption of Risk and Waiver of Liability*

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. **ACTS TENNIS,(Group CuCo Company America Corp)** (“ACTS”) has put in place preventative measures to reduce the spread of COVID-19; however, ACTS cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending ACTS could increase your risk and your child(ren)’s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and my child(ren) may be exposed to or infected by COVID-19 by attending ACTS and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at ACTS may result from the actions, omissions, or negligence of myself and others, including, but not limited to, ACTS employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or my child(ren), including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with or attendance at ACTS or participation in ACTS programming (“Claims”). On my behalf and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless ACTS, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of ACTS, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any ACTS program.

Printed Guest Name Printed Guest Signature & Date